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FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

Jan 26, 2021

SEAN F. McAVOY, CLERK

7 UNITED STATES DISTRICT COURT
8 FOR THE EASTERN DISTRICT OF WASHINGTON

9 UNITED STATES OF AMERICA,

Case No. 2:20-CR-00096-RMP-1

10 Plaintiff,

Plea Agreement

11 v.

12 MICHAEL THOMAS MATTERN,

13 Defendant.

14
15 Plaintiff, United States of America, by and through William D. Hyslop, United
16 States Attorney for the Eastern District of Washington, and David M. Herzog,
17 Assistant United States Attorney, and Defendant Michael Thomas Mattern
18 (“Defendant”), both individually and by and through Defendant’s counsel, Mr. Richard
19 L. Mount, agree to the following Plea Agreement:

20 1. Guilty Plea and Maximum Statutory Penalties

21 Defendant agrees to plead guilty to Count 1 of the Indictment filed on August 4,
22 2020, charging Defendant with conspiracy to distribute 5 grams or more of actual
23 (pure) methamphetamine, a Schedule II controlled substance, in violation of 21 U.S.C.
24 § 841(a)(1), (b)(1)(B)(viii), distribution of a mixture and substance containing a
25 detectable amount of heroin, a Schedule I controlled substance, in violation of 21
26 U.S.C. § 841(a)(1), (b)(1)(C), and distribution of a mixture and substance containing a
27 detectable amount of buprenorphine (Suboxone), a Schedule III controlled substance,
28

1 in violation of 21 U.S.C. § 841(a)(1), (b)(1)(E)(i); all in violation of 21 U.S.C. § 846.
2 Defendant understands that the charge of conviction is a Class B Felony. Defendant
3 understands that the potential penalties for conviction on this charge are: not less than
4 5 years and up to 40 years of imprisonment; a fine not to exceed \$5,000,000; a term of
5 supervised release of not less than 4 years and up to a lifetime; denial of certain federal
6 benefits as set forth below; and a \$100 special penalty assessment. Defendant
7 understands that a violation of any condition of supervised release carries an additional
8 penalty of re-imprisonment for all or part of the term of supervised release without
9 credit for time previously served on post-release supervision.

10 2. Denial of Federal Benefits

11 Defendant understands that by entering a plea of guilty, Defendant will no
12 longer be eligible for assistance under any state program funded under part A of title
13 IV of the Social Security Act (concerning Temporary Assistance for Needy Families)
14 or benefits under the food stamp program or any state program carried out under the
15 Food Stamp Act. 21 U.S.C. § 862a. Further, the Court may deny Defendant's
16 eligibility for any grant, contract, loan, professional license, or commercial license
17 provided by an agency of the United States or by appropriated funds of the United
18 States. 21 U.S.C. § 862.

19 3. The Court is Not a Party to the Agreement

20 The Court is not a party to this Plea Agreement and may accept or reject this
21 Plea Agreement. Sentencing is a matter that is solely within the discretion of the
22 Court. Defendant understands that the Court is under no obligation to accept any
23 recommendations made by the United States and/or by Defendant; that the Court will
24 obtain an independent report and sentencing recommendation from the U.S. Probation
25 Office; and that the Court may, in its discretion, impose any sentence it deems
26 appropriate up to the statutory maxima stated in this Plea Agreement.
27
28

1 Defendant acknowledges that no promises of any type have been made to
2 Defendant with respect to the sentence the Court will impose in this matter. Defendant
3 understands that the Court is required to consider the applicable Sentencing Guidelines
4 range, but may depart upward or downward.

5 4. Effect on Immigration Status

6 Defendant recognizes that pleading guilty may have consequences with respect
7 to Defendant's immigration status if Defendant is not a citizen of the United States.
8 Under federal law, a broad range of crimes may be removable offenses, including the
9 offense to which Defendant is pleading guilty.

10 Removal and other immigration consequences are the subject of a separate
11 proceeding, however, and Defendant understands that while deportation and/or
12 removal appears to be a virtual certainty if Defendant is not a citizen of the United
13 States, no one, including Defendant's attorney or the District Court, can predict with
14 absolute certainty the effect of Defendant's conviction on Defendant's immigration
15 status.

16 Defendant nevertheless affirms that Defendant wants to plead guilty regardless
17 of any immigration consequences that Defendant's plea may entail, even if automatic
18 removal from the United States is a virtual certainty if Defendant is not a United States
19 citizen.

20 5. Waiver of Constitutional Rights and Challenges

21 Defendant understands that by entering this plea of guilty, Defendant is
22 knowingly and voluntarily waiving certain constitutional rights, including:

- 23 a. The right to a jury trial;
 - 24 b. The right to see, hear and question the witnesses;
 - 25 c. The right to remain silent at trial;
 - 26 d. The right to testify at trial; and
 - 27 e. The right to compel witnesses to testify.
- 28

1 While Defendant is waiving certain constitutional rights, Defendant understands
2 that Defendant retains the right to be assisted through the sentencing and any direct
3 appeal of the conviction and sentence by an attorney, who will be appointed at no cost
4 if Defendant cannot afford to hire an attorney.

5 Pursuant to *Class v. United States*, --- U.S. ---, 138 S. Ct. 798, 805 (2018) and
6 *Peretz v. United States*, 501 U.S. 923, 936-37, 111 S. Ct. 2661 (1991), Defendant
7 specifically waives all challenges to the constitutionality of the statutes of conviction.

8 Defendant acknowledges and agrees that any filed motions are hereby mooted,
9 and Defendant agrees not to file or pursue any new pretrial motions.

10 6. Elements of the Offense

11 The United States and Defendant agree that to convict Defendant of Conspiracy
12 to Distribute 5 Grams or More of Actual (Pure) Methamphetamine, Heroin, and
13 Buprenorphine (Suboxone), in violation of 21 U.S.C. §§ 846, 841(a)(1), (b)(1)(B)(viii),
14 (b)(1)(C), (b)(1)(E)(i), the United States would have to prove the following elements
15 beyond a reasonable doubt:

- 16 a. *First*, beginning no later than March 28, 2020, and continuing until
17 on or about July 20, 2020, in the Eastern District of Washington,
18 there was an agreement between two or more persons to distribute
19 controlled substances;
- 20 b. *Second*, Defendant knew or it was reasonably foreseeable to
21 Defendant that the controlled substances that Defendant was
22 conspiring to distribute would include 5 grams or more of actual
23 (pure) methamphetamine, a mixture and substance containing a
24 detectable amount of heroin, and a mixture and substance
25 containing a detectable amount of buprenorphine (Suboxone);
- 26 c. *Third*, Defendant joined in the agreement knowing of its purpose
27 and intending to help accomplish that purpose.
28

1 7. Factual Basis and Statement of Facts

2 The United States and Defendant stipulate and agree that the following facts are
3 accurate; that the United States could prove these facts beyond a reasonable doubt at
4 trial; and that these facts constitute an adequate factual basis for Defendant's guilty
5 plea. This statement of facts does not preclude either party from presenting and
6 arguing, for sentencing purposes, additional facts which are relevant to the Guidelines
7 computation or sentencing, unless otherwise prohibited in this agreement.

8 Beginning no later than March 28, 2020, and continuing until on or about July
9 20, 2020, in the Eastern District of Washington, Defendant ("Mattern") knowingly and
10 intentionally conspired and agreed with Codefendants Brandy Elice Lorentzen
11 ("Lorentzen") and Joseph Owen Burnett ("Burnett") to distribute controlled substances
12 into the Airway Heights Correctional Center ("AHCC"), where Mattern was employed
13 as a Corrections Officer ("CO").

14 The means and manner of the conspiracy was the following. Using the AHCC's
15 telephone and email systems, Burnett (who was incarcerated at the AHCC), would
16 make arrangements with Lorentzen (who was not incarcerated), to obtain controlled
17 substances. Lorentzen would collect the controlled substances and arrange to deliver
18 them to Mattern, along with money to compensate Mattern for taking the controlled
19 substances into the AHCC. Mattern, who could travel freely into and out of the AHCC
20 knowing that it was unlikely that he would be searched because he was a CO, would
21 then take the controlled substances into the AHCC for further distribution.

22 Law enforcement became aware of the scheme in the Spring of 2020, when
23 inmates at AHCC reported to AHCC authorities that there was a CO in Unit R of the
24 facility who was bringing Suboxone into the facility for distribution to inmates. Some
25 of the inmates specifically identified Mattern as the compromised CO. AHCC
26 inspectors began investigating, and started to review the recorded jail calls of Burnett,
27 who was at that time in custody at AHCC on state theft and robbery charges.
28

1 Between March and July 2020, Burnett placed dozens of recorded jail calls to
2 Lorentzen on two cellular telephones, in which they arranged for her to obtain
3 methamphetamine, Suboxone, and heroin to give to Mattern to bring into the AHCC.
4 Burnett and Lorentzen, using coded language, referred to Suboxone as “money
5 orders,” methamphetamine as “white players” and heroin as “black players” on a
6 purported Hoopfest team. They called Mattern “Goldy” or “Gold Car Guy” because he
7 drove a gold-colored 2005 Nissan Altima. In one call, Burnett referred to the fact that
8 no visitors were allowed at AHCC during the global COVID pandemic, so he had the
9 “only way” to get drugs in, meaning through Mattern.

10 Mattern was not on any of the telephone calls from inside the AHCC in which
11 Burnett and Lorentzen discussed quantities, types, and prices of drugs.

12 After Lorentzen and Burnett made arrangements for Lorentzen to obtain
13 controlled substances, Lorentzen would communicate via text message with Mattern,
14 to make arrangements for Lorentzen to give the controlled substances to Mattern to
15 take into AHCC with him during his work shifts. Lorentzen and Burnett also arranged
16 for Lorentzen to give Mattern money for taking the controlled substances into the
17 AHCC for further distribution.

18 Based on the recorded calls, law enforcement officers with the AHCC and the
19 Federal Bureau of Investigation (“FBI”) began surveilling Mattern and Lorentzen
20 when they met up. In all, Lorentzen gave Mattern drugs to take into the AHCC on at
21 least three occasions. On the final occasion, July 19, 2020, Mattern and Lorentzen met
22 at their cars in a parking lot in Spokane Valley. Lorentzen gave Mattern two
23 envelopes, one marked “for you,” which contained \$1,000, and one marked “for them,”
24 which contained the controlled substances that Mattern was to take into the AHCC in
25 furtherance of the conspiracy.

26 The next morning, on July 20, 2020, Mattern went to work at the AHCC, where
27 he knew it would be unlikely that he would be searched as he entered. Mattern had in
28 his possession a tobacco tin. Inside the tobacco tin was 14.6 grams of pure

1 methamphetamine, 2.9 grams of heroin, and approximately 200 strips of Suboxone
2 (buprenorphine).

3 Mattern acknowledges and agrees that he knowingly agreed to distribute
4 Suboxone into the AHCC, and that he actually did distribute Suboxone into the AHCC.
5 Mattern does not agree that he had specific knowledge that he was also distributing
6 more than five grams of pure methamphetamine and almost three grams of heroin into
7 the AHCC at the same time. Nevertheless, Mattern acknowledges that by agreeing to
8 distribute one contraband substance – Suboxone – into the AHCC in the tobacco tin, it
9 was reasonably foreseeable to him that there would also be other contraband
10 substances in the tobacco tin – including more than 5 grams of pure methamphetamine
11 and 3 grams of heroin. Thus, Mattern agrees that the quantity and purity of the
12 controlled substances that were the object of the conspiracy – 14.6 grams of pure
13 methamphetamine, 2.9 grams of heroin, and approximately 200 strips of Suboxone
14 (buprenorphine) – were either known or reasonably foreseeable to him.

15 Mattern agrees and acknowledges that the object of the offense was the
16 distribution of controlled substances into a correctional facility. Mattern also agrees
17 that because he was a CO at a correctional facility, he abused a position of public trust
18 that significantly facilitated the commission or concealment of the offense by
19 conspiring to bring drugs into a correctional facility, knowing he would not normally
20 be searched on the way in.

21 8. United States' Agreements to Dismiss and Not File Additional Charges

22 No later than the sentencing hearing in this case, the United States Attorney's
23 Office for the Eastern District of Washington agrees to dismiss all remaining charges
24 in the Indictment as against Defendant, and agrees not to bring any additional charges
25 against Defendant based on information in its possession at the time of this Plea
26 Agreement and arising out of Defendant's conduct involving illegal activity charged in
27 the Indictment, unless Defendant breaches this Plea Agreement.
28

1 Defendant understands that the United States is free to criminally prosecute
2 Defendant for any other past unlawful conduct or any unlawful conduct that occurs
3 after the date of this Plea Agreement.

4 9. Defendant's Waiver of Inadmissibility of Statements

5 Defendant waives the inadmissibility of statements made in the course of plea
6 discussions with the United States, pursuant to Fed. R. Crim. P. 11(f). This waiver
7 shall apply if Defendant withdraws this guilty plea or breaches this Plea Agreement.
8 Defendant acknowledges that any statements made by Defendant to law enforcement
9 agents in the course of plea discussions in this case would be admissible against
10 Defendant in the United States' case-in-chief if Defendant were to withdraw or breach
11 this Plea Agreement.

12 10. United States Sentencing Guideline Calculations

13 Defendant understands that the advisory United States Sentencing Guidelines
14 (hereinafter "U.S.S.G." or "Guidelines") are applicable to this case and that the Court
15 will determine Defendant's applicable Guidelines range at the time of sentencing.

16 a. Base Offense Level

17 The United States and Defendant agree that Defendant's base offense level for
18 purpose of the Guidelines will be determined by the Court's calculation of the quantity
19 and purity of drugs that were either known or reasonably foreseeable to Defendant as
20 part of the drug distribution conspiracy. Defendant understands that the Guidelines
21 advise the Court to convert different kinds of drugs into kilogram quantities of
22 marijuana for purposes of calculating drug quantities, and that the Court has the
23 discretion to do so.

24 The United States and Defendant agree that the following calculations accurately
25 reflect the drug quantity and purity that were either known or reasonably foreseeable to
26 Defendant as part of the conspiracy.

27 Accordingly, the United States and Defendant agree to the following Guidelines
28 base offense level calculations, when the various controlled substances that were the

1 objects of the conspiracy are calculated using their equivalencies to marijuana as set
2 forth in Section 2D1.1 of the Guidelines:

- 3 • 14.6 grams of methamphetamine (pure) = 292 kilograms of marijuana
- 4 • 2.9 grams of heroin = 2.9 kilograms of marijuana
- 5 • Approximately 200 units of Suboxone (buprenorphine, a Schedule III drug) =
6 200 grams of marijuana¹

7 Accordingly, the United States and Defendant agree that Defendant's base
8 offense level is level 24, based on a combined drug quantity with a marijuana
9 equivalency of between 100 and 400 kilograms of marijuana, under U.S.S.G. § 2D1.1.
10 See U.S.S.G. § 2D1.1(a)(5), (c)(8); U.S.S.G. § 1B1.3(a).

11 b. Specific Offense Characteristics

12 The United States and Defendant agree that Defendant's base offense level
13 should be increased by 2 levels because the object of the offense was the distribution of
14 controlled substances into a correctional facility. See U.S.S.G. § 2D1.1(b)(4).

15 The United States and Defendant agree that Defendant has qualified for the
16 *Limitation on Applicability of Statutory Minimum Sentences in Certain Cases*, pursuant
17 to United States Sentencing Guideline Section § 5C1.2 (commonly referred to as the
18 "Safety Valve" under the Guidelines), including the provision requiring that Defendant
19 has truthfully provided the United States with all information and evidence Defendant
20

21 ¹ The United States and Defendant agree that one Suboxone strip is one unit for
22 purposes of the Guidelines. Because the Suboxone strips that were in the tobacco tin
23 had been cut up, it is not possible to calculate the exact number of units of Suboxone
24 that were the object of the conspiracy. The United States and Defendant agree that the
25 Suboxone at issue was approximately 200 units. Regardless of any discrepancy
26 between this 200-strip agreement and the actual number of Suboxone strips, the United
27 States and Defendant agree that the quantity of Suboxone that was the object of the
28 conspiracy is too small to change Defendant's offense level under Section 2D1.1(c)(8).
One unit of Suboxone is assigned the marijuana equivalency of one gram (here, 200
grams of marijuana). The relevant offense level is calculated on the basis of 100-400
kilograms of marijuana, or many thousands of times any potential discrepancy.

1 has concerning the offense or offenses that were part of the same course of conduct or
2 of a common scheme or plan. Accordingly, the United States and Defendant agree that
3 Defendant's base offense level should be reduced by two levels. *See* U.S.S.G.
4 § 2D1.1(b)(18).

5 The United States and Defendant agree that Defendant's base offense level
6 should be increased by 2 levels because Defendant, who was a guard at a correctional
7 facility, abused a position of public trust that significantly facilitated the commission or
8 concealment of the offense by conspiring to bring drugs into a correctional facility,
9 knowing he would not normally be searched on the way in. *See* U.S.S.G. § 3B1.3.

10 The United States and Defendant have no further agreements about the
11 application of other provisions of the Guidelines.

12 c. Acceptance of Responsibility

13 If Defendant pleads guilty and demonstrates a recognition and an affirmative
14 acceptance of personal responsibility for the criminal conduct; provides complete and
15 accurate information during the sentencing process; does not commit any obstructive
16 conduct; accepts this Plea Agreement; and signs and provides this Plea Agreement for
17 filing with the court prior to January 26, 2021, the United States will move for a three-
18 level downward adjustment in offense level for Defendant's timely acceptance of
19 responsibility, pursuant to U.S.S.G. § 3E1.1(a) and (b).

20 Defendant and the United States agree that the United States may at its option
21 and upon written notice to Defendant, not recommend a three-level downward
22 reduction for acceptance of responsibility if, prior to the imposition of sentence,
23 Defendant is charged or convicted of any criminal offense or tests positive for any
24 controlled substance.

25 d. Criminal History

26 The United States and Defendant understand that Defendant's criminal history
27 computation is tentative and that ultimately Defendant's criminal history category will
28 be determined by the Court after review of the Presentence Investigative Report.

1 The United States and Defendant have made no agreement and make no
2 representations as to the criminal history category, which will be determined after the
3 Presentence Investigative Report is completed.

4 11. Application of the Statutory and Guidelines Safety Valves

5 The United States and Defendant agree that Defendant is eligible for the so-
6 called "Safety Valve" provisions of 18 U.S.C. § 3553(f) and U.S.S.G. § 5C1.2. If the
7 Court agrees and finds that Defendant meets the criteria set forth at 18 U.S.C.
8 § 3553(f)(1)-(5), the United States and Defendant understand that the Court will be in a
9 position to impose a sentence in accordance with the applicable Sentencing Guidelines,
10 without regard to any statutory minimum sentence.

11 12. Incarceration

12 The United States agrees to recommend a sentence of incarceration no higher
13 than the low end of the Guidelines range calculated by the United States. Defendant
14 may recommend any legal sentence.

15 13. Supervised Release

16 The United States and Defendant each agree to recommend that the Court
17 impose a 10-year term of supervised release to include the following special
18 conditions, in addition to the standard conditions of supervised release:

- 19 a. Defendant shall participate and complete such drug testing and drug
20 treatment programs as the Probation Officer directs, not to exceed
21 six non-treatment drug tests per month during the imposed term of
22 supervised release; and
23 b. The United States Probation Officer may conduct, upon reasonable
24 suspicion, and with or without notice, a search of Defendant's
25 person, residences, offices, vehicles, belongings, and areas under
26 Defendant's exclusive or joint control.
27
28

1 14. Criminal Fine

2 The United States and Defendant are free to make whatever recommendation
3 concerning the imposition of a criminal fine that they believe is appropriate.

4 15. Judicial Forfeiture of Currency Defendant Has Already Relinquished

5 Prior to the Indictment being filed in this case, Defendant voluntarily forfeited
6 and relinquished to the United States all right, title, and interest he had in the following
7 listed asset: \$960 in U.S. currency (“the currency”). After his arrest and interview,
8 Defendant voluntarily returned the currency to the United States. The amount of the
9 currency, \$960 in cash, was the amount that remained of the \$1,000 that codefendant
10 Brandy Lorentzen gave Defendant in exchange for his role in the offense conduct.

11 Defendant now stipulates that he was the sole owner of the currency, and that no
12 one else had or has any interest in that currency. Defendant acknowledges that the
13 currency is subject to forfeiture to the United States pursuant to 21 U.S.C. § 853,
14 because it represents proceeds obtained from the controlled substance violation
15 charged in Count 1 of the Indictment, to which Defendant is pleading guilty. If
16 necessary, Defendant agrees to take any steps requested by the United States to pass
17 clear title to the currency to the United States and to testify truthfully in any forfeiture
18 proceeding. Defendant agrees to hold all law enforcement agents and the United
19 States, its agents, and its employees harmless from any claims whatsoever arising in
20 connection with the seizure and forfeiture of the currency. Defendant also agrees to
21 waive all constitutional and statutory challenges in any manner (including direct
22 appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance
23 with this Plea Agreement on any grounds, including that the forfeiture constitutes an
24 excessive fine or punishment. Defendant knowingly and voluntarily waives his right to
25 a jury trial on the forfeiture of the currency. Defendant waives oral pronouncement of
26 forfeiture at the time of sentencing, and any defects that may pertain to the forfeiture.
27 Defendant also waives further notice of any federal, state or local proceedings
28 involving the forfeiture of the currency.

1 16. Mandatory Special Penalty Assessment

2 Defendant agrees to pay the \$100 mandatory special penalty assessment to the
3 Clerk of Court for the Eastern District of Washington, at or before sentencing, pursuant
4 to 18 U.S.C. § 3013 and shall provide a receipt from the Clerk to the United States
5 before sentencing as proof of this payment.

6 17. Payments While Incarcerated

7 If Defendant is incarcerated and lacks the financial resources to pay any
8 monetary obligations imposed by the Court, Defendant agrees to earn the money to pay
9 toward these obligations by participating in the Bureau of Prisons' Inmate Financial
10 Responsibility Program.

11 18. Additional Violations of Law Can Void Plea Agreement

12 Defendant and the United States agree that the United States may at its option
13 and upon written notice to Defendant, withdraw from this Plea Agreement or modify
14 its recommendation for sentence if, prior to the imposition of sentence, Defendant is
15 charged or convicted of any criminal offense whatsoever or if Defendant tests positive
16 for any controlled substance.

17 19. Waiver of Appeal Rights and Collateral Attack

18 Defendant is aware that 18 U.S.C. § 3742 affords Defendant the right to appeal
19 Defendant's sentence. Acknowledging this, Defendant knowingly and voluntarily
20 agrees to waive all constitutional and statutory rights to appeal Defendant's conviction,
21 including but not limited to an express waiver of appeal of challenges to the terms of
22 this Plea Agreement, Defendant's guilty plea, the Court's drug calculations, venue, and
23 statute of limitations.

24 Defendant also knowingly and voluntarily agrees to waive all constitutional and
25 statutory rights to appeal the sentence imposed by the Court, so long as the custodial
26 portion of the sentence the Court imposes is within or below the Guidelines range
27 calculated by the Court.
28

1 Defendant expressly waives Defendant's right to file any post-conviction motion
2 attacking Defendant's mental competence, plea, conviction, and/or sentence, including
3 motions pursuant to 28 U.S.C. § 2255, 28 U.S.C. § 2241, and 18 U.S.C. § 3742, except
4 a motion based on ineffective assistance of counsel arising from information not now
5 known by Defendant and which, in the exercise of due diligence, could not be known
6 by Defendant by the time the Court imposes sentence.

7 Defendant waives Defendant's right to appeal any fine, Special Assessment, or
8 terms of supervised release imposed by the Court.

9 Nothing in this Agreement shall preclude the United States from opposing any
10 post-conviction motion for a reduction of sentence or other attack of the conviction or
11 sentence, including, but not limited to, proceedings pursuant to 28 U.S.C. § 2255.

12 20. Compassionate Release and Withdrawal or Vacatur of Defendant's Plea

13 If Defendant is incarcerated, Defendant specifically retains the right to bring a
14 motion for Compassionate Release pursuant to the Fair Sentencing Act, and the United
15 States specifically retains the ability to oppose such a motion.

16 However, if Defendant successfully moves to withdraw or vacate Defendant's
17 plea, dismiss the underlying charges, or set aside Defendant's sentence on the count/s
18 to which Defendant is pleading guilty, then the following provisions will apply: (1) this
19 Agreement shall become null and void; (2) the United States may prosecute Defendant
20 on any count to which Defendant has pleaded guilty; (3) the United States may
21 reinstate any counts that have been dismissed, have been superseded by the filing of an
22 Information, or were not charged because of this Agreement; (4) the United States may
23 file any new charges that would otherwise be barred by this Agreement; and (5) the
24 United States may prosecute Defendant on all available charges involving or arising
25 from the incidents charged in the Indictment.

26 The decision to pursue any or all of these options is solely in the discretion of
27 the United States Attorney's Office.
28

1 Defendant agrees to waive any objections, motions, and defenses Defendant
2 might have to the United States' decision, including Double Jeopardy.

3 Defendant agrees not to raise any objections based on the passage of time with
4 respect to such counts including, but not limited to, any statutes of limitation or any
5 objections based on the Speedy Trial Act or the Speedy Trial Clause of the Sixth
6 Amendment.

7 21. Integration Clause

8 The United States and Defendant acknowledge that this document constitutes the
9 entire Plea Agreement between the United States and Defendant, and no other
10 promises, agreements, or conditions exist between the United States and Defendant
11 concerning the resolution of the case. This Plea Agreement is binding only on the
12 United States Attorney's Office for the Eastern District of Washington, and cannot
13 bind other federal, state or local authorities. The United States and Defendant agree
14 that this Agreement cannot be modified except in a writing that is signed by the United
15 States and Defendant.

16 Approvals and Signatures

17 Agreed and submitted on behalf of the United States Attorney's Office for the
18 Eastern District of Washington.

19 William D. Hyslop
20 United States Attorney

21 
22 _____
23 David M. Herzog
24 Assistant U.S. Attorney

January 25, 2021

Date

25 I have read this Plea Agreement and have carefully reviewed and discussed
26 every part of the Plea Agreement with my attorney. I understand and voluntarily enter
27 into this Plea Agreement. The Plea Agreement accurately and completely sets forth
28 the entirety of the agreement between the United States and me, absent a signed

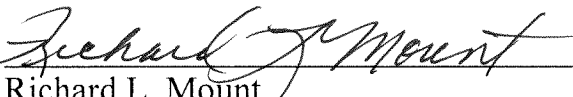
1 writing as set forth herein. Furthermore, I have consulted with my attorney about my
2 rights, I understand those rights, and I am satisfied with the representation of my
3 attorney in this case. No other promises or inducements have been made to me, other
4 than those contained in this Plea Agreement and no one has threatened or forced me in
5 any way to enter into this Plea Agreement. I agree to plead guilty because I am guilty.

6 

7 Michael Thomas Mattern
8 Defendant

1-25-21
Date

9 I have read the Plea Agreement and have discussed the contents of the Plea
10 Agreement with my client. The Plea Agreement accurately and completely sets forth
11 the entirety of the agreement between the parties absent a signed writing as set forth
12 herein. I concur in my client's decision to plead guilty as set forth in the Plea
13 Agreement. There is no legal reason why the Court should not accept Defendant's plea
14 of guilty.

15
16 

17 Richard L. Mount
18 Attorney for Defendant

1/25/2021
Date